PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as surety, are hereby held and firmly bound unto the City of Cleveland and the Clerk of the Cleveland Municipal Court (hereinafter "Obligees") in the penal sum of One Hundred Thousand Dollars ($100,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that whereas the above named principal did, on the _____ day of _____, 2010, enter into the contract hereto attached with the said Obligees to furnish and deliver to the Obligees the goods, wares, merchandise or services mentioned therein, which said contract is made a part of this bond the same as if fully set forth herein.

NOW, if the principal shall well and truly execute all and singular the stipulations by it to be executed in the aforesaid contract, and shall fully perform all and singular the terms, conditions, and requirements of the specifications and contract, and shall indemnify and save harmless the Obligees from any and all suits and expense over and above the expense patents that may be involved in the construction of the goods, wares and merchandise contracted for, or of any part thereof, and further shall indemnify and save harmless said Obligees from all liens, charges, claims, demands, loss, costs and damages of every kind and nature whatsoever in the performing or completing of said contract, then this obligation shall be void, otherwise shall be and remain in full force and virtue of law, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Provided that any forbearance on the part of the Obligees toward the above named principal in respect to its neglect or failure to perform any or all of said agreements or obligations on its part to be performed under said contract, shall not in any manner operate to release or discharge the surety from its liability under this bond.

WITNESS our signature this _____day of _____ 2010.

PRINCIPAL   SURETY

_____   _____

By:_____   By:_____
                                                            Attorney-in-Fact

Title:_____   SURETY COMPANY ADDRESS:

                                                    _____
                                                    Street

                                                    _____
                                                    City   State   Zip

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